

Patricia A. Peshka  
Purchasing Agent



Scott Avedisian  
Mayor

**City of Warwick**  
Purchasing Division  
3275 Post Road  
Warwick, Rhode Island 02886  
Tel (401) 738-2000 Ext. 6240  
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Tuesday, August 9, 2016. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK  
BIDS REQUESTED FOR**

**Bid2017-097 Analytical Laboratory Services**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, August 9, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 A.M., Monday, August 22, 2016. The bids will be opened publicly commencing at 11:00 A.M. on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

**Original Signature on File**

Patricia A. Peshka  
Purchasing Agent

**PLEASE SUBMIT THIS PAGE WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

**Addendum Number**

**Signature of Bidder**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ \*

\*Please include your email address. Future bids will be emailed, unless otherwise noted.

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**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_\_

Bid2017-097

\_\_\_\_\_  
Purchasing Agent

**CERTIFICATION & WARRANT FORM\***

**This form must be completed and submitted with sealed bid.  
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16-Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**\*This form cannot be altered**

**CITY OF WARWICK  
NOTICE TO BIDDERS**

**Bid2017-097 Analytical Laboratory Services**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, August 9, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 A.M., Monday, August 22, 2016. The bids will be opened publicly commencing at 11:00 A.M. on the same day in the Lower Level Conference Room, Warwick City Hall.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and two (2) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2017-097 Analytical Laboratory Services."

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Should you have any questions, please contact Betty Anne Rogers, Sewer Authority, at 401-468-4726 and/or Eric Earls, DPW, at 401-738-2000, extension 6539.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

*The successful bidder must provide the City of Warwick with an original certificate of insurance for General Liability, Automobile Liability and Professional Liability in a minimum amount of \$1 million, naming the **City of Warwick as the additional insured** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.*

*Per Section 56-5(f), Post-Bid Award Requirement. When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity shall provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.*

*The successful bidder will provide said Certificate of Insurance and Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.*

*The successful bidder will provide said Certificate of Insurance and Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.*

*The Certificate of Insurance and Certificate of Good Standing may be emailed to [bids@warwickri.com](mailto:bids@warwickri.com). Please refer to the bid number on your response.*

Failure to provide adequate insurance coverage and Certificate of Good Standing within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for three (3) additional one (1) year terms upon mutual agreement unless otherwise stated.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing

activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

**The successful bidder must adhere to all City, State and Federal Laws, where applicable.**

The City of Warwick/Warwick Sewer Authority & Department of Public Works is requesting proposals for **ANALYTICAL LABORATORY SERVICES (BID2017-097)** in support of testing required by Rhode Island Pollution Discharge Elimination System (RIPDES) Permit RI0100234 for the Warwick Sewer Authority's Advanced Wastewater Treatment Facility located at 125 Arthur W. Devine Boulevard, Suite B, Warwick, Rhode Island 02886. A copy of RIPDES Permit RI0100234 has been provided as an attachment to this solicitation (**Attachment A-1**). Proposals will also include analytical services in support of testing required by the Department of Public Works' MS4 Consent Agreement with the Rhode Island Department of Environmental Management (**Attachment A-2**).

**1. PREPARATION OF PROPOSAL:**

- A. Each proposal must be submitted on the prescribed **BID FORM** and **SCHEDULE OF PRICES** contained herein.
- B. For the **SCHEDULE OF PRICES** all blank unit price and total cost (shaded) spaces provided must be completed. No bid will be accepted which does not contain a sum as indicated for each of the items enumerated in the **SCHEDULE OF PRICES** form.
  - 1. All entries must be provided in both numerical and word formats.
  - 2. Entries must be clear, legible and written in ink or typed.
  - 3. The **BIDDER** must initial any and all corrections made with whiteout.
  - 4. The all-inclusive, total cost shall be confirmed by writing the numerical value in **word format** in the blank, (shaded) space provided at the bottom of page 2 of the **SCHEDULE OF PRICES** form.
  - 5. In the event of a discrepancy, entries shown in **word format** shall govern.
  - 6. Bids must be made on each separate item of the **SCHEDULE OF PRICES** form with reasonable relation to the probable cost of performing the particular work. The City of Warwick/Warwick Sewer Authority & Department of Public Works reserves the right to reject wholly any bid in where an item or items thereof are obviously unbalanced or appear to be as unbalanced as to affect, or to be liable to affect, adversely any interests of the City of Warwick/Warwick Sewer Authority & Department of Public Works.
- C. The original and two (2) copies of the **BID FORM** and **SCHEDULE OF PRICES** as well as any other required information must be provided at bid submittal.
- D. All proposals must be signed and submitted in a sealed envelope bearing the name and address of the **BIDDER** and endorsed **ANALYTICAL LABORATORY SERVICES (BID2017-097)**. If mailed, the proposal shall be enclosed in a second envelope similarly marked and addressed to the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886.
- E. Bids received prior to the time of the opening will be securely kept unopened. No responsibility shall be attached to an officer or person for the premature opening of a bid not properly addressed and identified.



- F. No bids will be accepted via email or fax.
- G. Any deviation from the specifications of this solicitation must be noted in writing by the **BIDDER** and attached as part of the bid. The **BIDDER** must indicate in the attachment, the item or part of the solicitation affected, and the deviation from the specification.

2. **WITHDRAWAL OF BID:**

- A. Any bid may be withdrawn prior to the scheduled time for opening of the bids.
- B. Negligence on the part of the **BIDDER** in preparation of the bid documents confers no rights for withdrawal of the bid after it is opened.
- C. No **BIDDER** may withdraw a bid for a period of one hundred twenty (120) days after the date set for the opening of the bids.

3. **USE OF SUBCONTRACTORS:**

- A. The use of the name of a **SUBCONTRACTOR(S)** in the proposal shall be deemed to constitute the acceptance by the **BIDDER**, if awarded the Contract, of the bid of the said **SUBCONTRACTOR(S)**. Any change in the **SUBCONTRACTOR(S)** therein after the award of the Contract shall be made only with the approval of the City of Warwick/Warwick Sewer Authority & Department of Public Works.
- B. **SUBCONTRACTORS** must adhere to and comply with, all requirements as indicated herein.

4. **RESPONSIBILITY OF BIDDER:**

- A. The City of Warwick/Warwick Sewer Authority & Department of Public Works reserves the right to make any such investigation as is necessary to determine the ability of the **BIDDER** to perform the work. Every **BIDDER** is therefore required to furnish all information requested in this proposal. Failure of any **BIDDER** to furnish this information may be cause for the rejection of the bid.
- B. All costs directly and/or indirectly related to preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation as warranted by the City of Warwick/Warwick Sewer Authority & Department of Public Works shall be the sole responsibility of and shall be borne by the **BIDDER**.

5. **BASIS OF AWARD:**

- A. Bids will be analyzed in accordance with the technical specifications contained herein and evaluated on the basis of unit prices as indicated on the **SCHEDULE OF PRICES**.
- B. The competency and responsibility of the **BIDDER** will be considered in making the award. The City of Warwick/Warwick Sewer Authority & Department of Public Works reserves the right to reject any or all bids when such rejection is in the interest of the City of Warwick/Warwick Sewer Authority & Department of Public Works, and to reject the bid of a **BIDDER** who, in the judgment of the City of Warwick/Warwick Sewer Authority & Department of Public Works, is not in a position to perform the Contract. Each **BIDDER** shall be prepared, if so requested by the City of Warwick/Warwick Sewer Authority & Department of Public Works, to present evidence of their experience and qualifications. It is intended that the Contract will be awarded to the lowest responsible and eligible **BIDDER** possessing the skill, ability and integrity necessary to the faithful performance of the work.
- C. The City of Warwick/Warwick Sewer Authority & Department of Public Works reserves the right to reject any and all bids, to waive minor deviations or informalities in the bid(s) received, and to accept the bid deemed most favorable to the interest of the City of Warwick/Warwick Sewer Authority & Department of Public Works.

6. **NOTICE OF ACCEPTANCE:**

- A. Within one hundred twenty (120) days after the opening of bids, notice of the acceptance of a proposal will be sent to the successful **BIDDER** by the City of Warwick/Warwick Sewer Authority & Department of Public Works to the **BIDDER'S** address as stated in said proposal. If, within ten (10) days immediately after receipt of said notice, the successful **BIDDER** fails to comply with the requirements of these documents, he shall forfeit the bid security (if required) and the proposal and acceptance, at the option of the City of Warwick/Warwick Sewer Authority & Department of Public Works, may become null and void. The City of Warwick/Warwick Sewer Authority & Department of Public Works may then proceed to accept another of the proposals.

7. **FAILURE OR OMISSION:**

- A. The failure or omission of any **BIDDER** to receive or examine and become familiar with any form, instrument, or document shall in no way relieve the **BIDDER** of any obligation in respect to the proposal.

8. **INTERPRETATION:**

- A. No oral interpretation of the meaning of the Plans, Specification or other Contract documents will in general be given. Any such request must be made in writing to **BettyAnne Rogers, Warwick Sewer Authority, 125 Arthur W.**

**Devine Bd, Warwick, RI, 02886.** To be given consideration, such request must be received at least five (5) business days prior to the date fixed for the opening of bids. Interpretations will be made in the form of written addenda. All such addenda shall become a part of the Contract. No later than three (3) days prior to the date fixed for the opening of bids, the addenda will be mailed to each prospective **BIDDER**. Failure of a **BIDDER** to receive any such addenda will not relieve the **BIDDER** from any obligation under the proposal as submitted.

**9. PREVAILING LAWS AND REGULATIONS:**

- A. Before submitting a proposal, the prospective **BIDDER** should examine the terms, covenants and conditions of all codes, permits, and laws which affect or govern the work.
- B. The successful **BIDDER**, when awarded the Contract (**i.e., CONTRACTOR**), must continue to be informed of and comply with all laws, ordinances and regulations of the Federal, State and/or Municipal Government which may apply during the life of the Contract, and, in any manner, affect employees, conduct of the work and/or the materials/methods used or employed in the work.

**10. GUARANTIES AND WARRANTIES:**

- A. All guaranties and warranties normally available to customers will be extended to the City of Warwick/Warwick Sewer Authority & Department of Public Works.

**11. PAYMENT FOR SERVICES:**

- A. The **CONTRACTOR** shall be paid in accordance with the **BID FORM**. The **CONTRACTOR** shall submit regular statements or invoices to the Warwick Sewer Authority. Said statements shall be payable within thirty (30) days of approval of said invoices.

**12. TAXES:**

- A. The IRS Form W-9 (**Attachment B**) must be completed and submitted with the bid if the **BIDDER** falls under IRS requirements to file this form.
- B. The City of Warwick/Warwick Sewer Authority & Department of Public Works is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended.

**13. OMISSIONS, CHANGES AND ADDITIONS:**

- A. Should anything be omitted from these bid specifications necessary to the proper execution of the work described therein, it shall be the duty of the **CONTRACTOR** to notify the City of Warwick/Warwick Sewer Authority & Department of Public Works, in writing, before signing the Agreement. In the event the **CONTRACTOR** fails to give such notice, the **CONTRACTOR** shall make good any damage or defect in their work caused by their neglect to do so, without extra charge.
- B. The City of Warwick/Warwick Sewer Authority & Department of Public Works shall have the right during the progress of work to make alterations, additions, and deletions. The same shall be carried into effect by the **CONTRACTOR** without violating or vitiating the contract, but if special changes are made, the value of the same must be agreed upon, in writing, by the City of Warwick/Warwick Sewer Authority & Department of Public Works and the **CONTRACTOR**.
- C. No omission will be allowed, or extra work paid for unless ordered in writing by the City of Warwick/Warwick Sewer Authority & Department of Public Works.

**14. DEFAULT:**

- A. In the event the **CONTRACTOR** is adjudged bankrupt, or should they make a general assignment for the benefit of their creditors, or should a receiver be appointed on account of their insolvency, or should they refuse or fail to perform the work described in the Specifications prior to the completion date, except where provision is made for extension of time, or should the **CONTRACTOR** fail to make prompt payment to **SUBCONTRACTOR(S)**, or pay for materials or labor or otherwise be guilty of substantial violations of any provision of the contract, the City of Warwick/Warwick Sewer Authority & Department of Public Works may, without prejudice or any other right or remedy, and after having given seven (7) days written notice, terminate the employment of the **CONTRACTOR** and take possession of the premises, materials, tools, and appliances thereof and finish the work by whatever method they deem necessary.

- B. In the event of default, the **CONTRACTOR** shall not be entitled to receive future payment until the work is finished. Should the unpaid balance of the contract price exceed the expense of finishing the work, including compensation for additional administration services, such excess shall be paid to the **CONTRACTOR**. Should the expense exceed the unpaid balance, the **CONTRACTOR** shall pay the difference to the City of Warwick/Warwick Sewer Authority & Department of Public Works.

**15. TERMINATION OF CONTRACT:**

- A. The City of Warwick/Warwick Sewer Authority & Department of Public Works reserves the right to terminate the Contract or any part of the Contract in the best interests of the City of Warwick/Warwick Sewer Authority & Department of Public Works upon 30-day notice to the **CONTRACTOR**. The City of Warwick/Warwick Sewer Authority & Department of Public Works shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City of Warwick/Warwick Sewer Authority & Department of Public Works. If the City of Warwick/Warwick Sewer Authority & Department of Public Works terminates in the interests of the City of Warwick/Warwick Sewer Authority & Department of Public Works after an order for materials or services have been placed, the **CONTRACTOR** shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

## **I. GENERAL CONDITIONS**

- A. The **CONTRACTOR**, otherwise called, **LABORATORY** shall have offices/laboratories within a **fifty (50) mile radius** of the Warwick Sewer Authority's Advanced Wastewater Treatment Facility located at 125 Arthur W. Devine Blvd., Warwick, RI 02886.
- B. Should anything be omitted from these contract documents necessary to the proper execution of the work described herein, it shall be the duty of the **LABORATORY** to so notify the City of Warwick/Warwick Sewer Authority & Department of Public Works, in writing, before signing the Agreement. In the event the **LABORATORY** fails to give such notice, the **LABORATORY** shall make good for any damage or defect in their work caused by their neglect to do so, without extra charge.
- C. The **LABORATORY** shall bear all loss or damage from accidents which may occur to any person or persons during the progress of the work, until completion of all work. The **LABORATORY** shall provide all legal and necessary guards, barriers, railings, warning signs, guards, flaggers, during the progress of work. The **LABORATORY** shall execute the work as per the specifications of the City of Warwick/Warwick Sewer Authority & Department of Public Works.
- D. The **LABORATORY** shall examine the existing sites. No allowance will be made for lack of full knowledge of all conditions.
- E. Unless otherwise stipulated, the **LABORATORY** shall provide and pay for all materials, supplies, labor, power, tools, equipment, transportation, and all other facilities necessary to the execution and completion of the work.
- F. The **LABORATORY** shall not employ any unfit person, nor anyone unskilled in the work assigned herein.
- G. The **LABORATORY** must carry sufficient liability insurance and agree to indemnify the City of Warwick/Warwick Sewer Authority & Department of Public Works against any and all claims of any nature which might arise as a result the **LABORATORY** conduct of work. The **LABORATORY** shall furnish the City of Warwick/Warwick Sewer Authority & Department of Public Works documentation of Certificates of Insurance for Professional Liability or Errors and Omissions Insurance coverage carried by your company/corporation and/or its professional staff for your Analytical Testing services at the time of the signing of the Agreement.

- H. The **LABORATORY** shall assume all risks and bear all losses occasioned by neglect or accident during the progress of the work. The **LABORATORY** shall provide insurance covering the entire work in accordance with any worker's compensation laws which may be in force at present, or put into effect before the completion of the Agreement. The **LABORATORY** shall obtain certificates of Comprehensive/ General Liability Insurance minimum limits of \$1,000,000/\$2,000,000 naming the City of Warwick/Warwick Sewer Authority & Department of Public Works as insured parties. The **LABORATORY** shall furnish the City of Warwick/Warwick Sewer Authority & Department of Public Works with a proper Certificate of Insurance of the Compensation/Liability insurance policies herein specified, prior to the signing of the Agreement.
1. Auto Liability: shall be in the amount of \$1,000,000 Combined Single Limit - Bodily Injury & Property Damage.
  2. Employer's Liability: shall be in the amount of \$500,000 Policy Limit. \$100,000 each by Accident and Disease.
- I. The **LABORATORY** shall not commence under this Agreement until they have obtained all the insurance required under this contract and such insurance has been approved by the City of Warwick/Warwick Sewer Authority & Department of Public Works.
- J. The City of Warwick/Warwick Sewer Authority & Department of Public Works shall have the right during the progress of work, to make any alterations, additions, omissions. The same shall be carried into effect by the **LABORATORY** without violating or vitiating the contract, but if special changes are made, the value of the same must be agreed upon, in writing, by the City of Warwick/Warwick Sewer Authority & Department of Public Works and the **LABORATORY**. No omission will be allowed, or extra work paid for unless ordered in writing by the City of Warwick/Warwick Sewer Authority & Department of Public Works.
- K. The City of Warwick/Warwick Sewer Authority & Department of Public Works reserves the right to increase or decrease the total quantities of required **LABORATORY** analyses estimated in this solicitation as a result of the changing needs of the wastewater treatment facility and/or storm water collection system. Any quantity referenced herein are estimates only, and do not represent a commitment on the part of the City of Warwick, to any level of billing activity. It is understood and agreed that the Contract awarded shall cover the actual quantities ordered during the Contract Period.
- L. The City of Warwick/Warwick Sewer Authority & Department of Public Works also reserves the right to negotiate the final contract to reflect the best overall **LABORATORY** analysis services for the best overall qualified price.

- M. The City of Warwick/Warwick Sewer Authority & Department of Public Works reserves the right to rescind award for non-compliance to Contract specifications.

## II. **BID REQUIREMENTS**

- A. Along with the **BID FORM**, the **LABORATORY** shall provide proof of licensure with the State of Rhode Island Department of Health in all testing parameters as requested in the bid. Copy of said **LABORATORY** verification, license, appendix, and Quality Assurance/Quality Control (QA/QC) program shall be submitted as part of the bid supporting documents. Failure to provide this documentation shall result in rejection of the bid.
- B. Along with the **BID FORM**, the **LABORATORY** shall provide proof of licensure with the State of Rhode Island Department of Health for all **SUBCONTRACTORS** providing organic and/or inorganic analytical services to the **LABORATORY** in support of the bid. The **SUBCONTRACTOR** documents shall provide proof of licensure for all testing parameters subcontracted by the **LABORATORY** in support of the bid. Copy of said **SUBCONTRACTOR** verification, license, appendix, and Quality Assurance/Quality Control (QA/QC) program shall be submitted as part of the bid supporting documents. Failure to provide this documentation shall result in rejection of the bid.
- C. Along with the **BID FORM**, the **LABORATORY** shall provide the following with regard to their **WHOLE EFFLUENT TOXICITY (WET) LABORATORY** credentials. Failure to provide this documentation shall result in rejection of the bid.
1. Most recent on-site evaluation report from an accrediting authority/regulatory agency (i.e., NELAP and/or EPA) and the lab's response to deficiencies (if any) as cited in the report.
  2. Educational qualifications and experience of staff performing tests and supervisory staff.
  3. Quality Assurance/Quality Control (QA/QC) program documentation supporting ongoing reference toxicant program, sample custody tracking system, proper equipment maintenance, dilution water quality monitoring, review process for all toxicity test data, attention to test organism health, etc.
  4. Copies of reference toxicant tests for *Ceriodaphnia dubia* and *Pimephales promelas* demonstrating ability to obtain consistent, precise results with reference toxicants prior to testing wastewater effluents for permit compliance.
  5. Copies of the results for the 2014 & 2015 US EPA Laboratory Performance Evaluation Studies for Bio-monitoring Laboratories and the lab's response to deficiencies (if any) as cited in the reports.



- D. The **LABORATORY** shall conduct Quality Assurance/Quality Control work, including, but not limited to DMR-QA annual testing as required by State and Federal agencies, i.e., Rhode Island Department of Environmental Management (RIDEM), Rhode Island Department of Health (RIDOH) and the Environmental Protection Agency (EPA) and provide the Warwick Sewer Authority with any/all supporting data to include as part of their RIPDES permit required annual report (QA/QC) submittals.
- E. The **LABORATORY** must be able to achieve, **at a minimum**, Rhode Island Department of Health Method Detection Limits (MDL) in reagent water and show proof thereof. (Appendix A, RIPDES Permit RI0100234, pgs. 25-26). Where more sensitive detection limits are available, and achievable, by the **LABORATORY**, the **most sensitive method detection limit** shall be employed for analysis of samples provided by the Warwick Sewer Authority & Department of Public Works.
- F. The **LABORATORY** shall provide for pickup of all samples as deemed necessary by this Contract. This cost must be reflected in the quoted price; no additional or add on charges will be allowed above and beyond the unit prices contained in **SCHEDULE OF PRICES** submitted by the **LABORATORY**.
- G. The **LABORATORY** shall provide for sample pick-up at the Warwick Sewer Authority daily, Monday through Friday, including any and all holidays, unless other arrangements are made in advance. The **LABORATORY** shall provide for sample pick-up at the Department of Public Works as needed.
- H. The **LABORATORY** shall provide for pick-up at the Warwick Sewer Authority & Department of Public Works on Saturday and/or Sunday as warranted by the Warwick Sewer Authority & Department of Public Works.
- I. The **LABORATORY** will be available seven (7) days per week, including after normal business hours, to respond to unforeseen occurrences in the wastewater collection system, treatment facility and/or storm water collection system which would require immediate pick-up of samples and/or delivery of samples to the lab for analysis.
- J. The **LABORATORY** must comply with the maximum holding time associated with each test parameter as specified in 40 CFR Part 136 and ensure that sample collection time, pick-up time, transport time and associated sample log in/prep time do not exceed the maximum hold time for each test parameter, *particularly bacteria, including fecal coliform and Enterococci samples* (sample set-up time within 6 hours of sample collection).

- K. The **LABORATORY** must comply with sample container, preservative and storage condition (temperature) requirements for all test parameters as specified in 40 CFR Part 136.
- L. The **LABORATORY** shall provide all sample bottles/preservatives required as part of this contract. This cost must be reflected in the quoted price; no additional or add on charges will be allowed above and beyond the unit prices contained in **SCHEDULE OF PRICES**.
- M. Sample results, must be reported or readily available to the Warwick Sewer Authority & Department of Public Works in ALL of the following manners:
1. **Verbal Communication**
    - a. **Weekdays** - Should sample results exceed the Warwick Sewer Authority's and/or Department of Public Works' limits as specified in their RIPDES Permit RI0100234 and MS4 Consent Agreement respectively, a representative of the **LABORATORY** must immediately contact key personnel of the Warwick Sewer Authority & Department of Public Works with the non-compliant data results.
    - b. **Weekends and Holidays** - Home telephone and cell phone numbers for Warwick Sewer Authority & Department of Public Works key personnel will be available to the **LABORATORY** if it is necessary to contact someone on a weekend or holiday regarding non-compliant sample results.
  2. **Electronic Reporting**
    - a. **Website** - The **LABORATORY** shall provide the Warwick Sewer Authority & Department of Public Works with discreet access to their sample test results via an on-line reporting system. Pending results can be viewed by Warwick Sewer Authority & Department of Public Works key personnel in real-time thus allowing for prompt alert and request for the **LABORATORY** to initiate an internal review of suspect data prior to completion of the certificate of analysis.
    - b. **Email** - The **LABORATORY** shall provide the Warwick Sewer Authority & Department of Public Works key personnel with electronic copies of all final, completed reports via email as soon as they are available.
  3. **Hard Copy Reports**
    - a. Original, hard copy reports shall be forwarded to the Warwick Sewer Authority & Department of Public Works designees within **5 days or less** following release of data, except as agreed upon for subcontracted WET Testing.

- b. The Certificate of Analysis shall be inclusive of, but not limited to the following items/details:
- |                             |   |
|-----------------------------|---|
| Work Order/Tracking Number  | MDL (units)                             |
| Name and Address of Client  | EPA Approved Method Used                |
| Sample Number (as provided) | Date/Time Analyzed                      |
| Sample Type                 | Analyst Initials                        |
| Sample Description          | Date Reported                           |
| Sample Date and Time        | Signature of Data Reporting Official    |
| Parameter Analyzed          | State of RI Laboratory Certification ID |
| Sample Result (units)       | Chain of Custody Form for Sample(s)     |
- c. Certificates of Analysis must be provided as **original documents** and each page of the reporting document identified as such by means of the signature of the laboratory representative qualifying the report/results. Company letterhead with colored/embossed logo and/or company stamp with a colored/identifiable ink provide added assurance of the original nature of the document.
- d. All reports will be delivered as follows:
- Warwick Sewer Authority**  
**125 Arthur Devine Boulevard**  
**Warwick, RI 02886**  
**ATTN: Betty Anne Rogers, Laboratory Director**

**Department of Public Works**  
**925 Sandy Lane**  
**Warwick, RI 02886**  
**ATTN: Eric J Earls, City Engineer**

- N. Should additional tests be necessary, above and beyond the number of units specified on the **SCHEDULE OF PRICES**, the City of Warwick/Warwick Sewer Authority & Department of Public Works shall be billed at the individual prices quoted in the **SCHEDULE OF PRICES** for the duration of the bid period.
- O. In the event that the City of Warwick/Warwick Sewer Authority & Department of Public Works should deem data reported by the **LABORATORY** as suspect, or should the **LABORATORY** obtain a result that exceeds the limits as specified in RIPDES Permit RI0100234, the **LABORATORY** must immediately initiate a comprehensive review of all records associated with the sample result including but not limited to bottle, preservative, storage conditions, hold times, test procedures, equipment calibrations, standards, reagents/media, bench sheets & results, calculations & dilutions, data entry & transcription, etc. Should no error be uncovered by the review, the City of Warwick/Warwick Sewer Authority & Department of Public Works may request that the **LABORATORY** repeat the sample analysis when adequate sample remains and hold times and storage conditions have been maintained as warranted by the test parameter and method.

The review and repeat analysis will be performed by the **LABORATORY** at no additional expense to the City of Warwick/Warwick Sewer Authority & Department of Public Works.

- P. Occasionally, the City of Warwick/Warwick Sewer Authority & Department of Public Works may require a sample analysis to be conducted with rapid turn-around of results. The **LABORATORY** will provide for rapid turn-around with no additional or add on charges above and beyond the unit prices included in the **SCHEDULE OF PRICES**.
- Q. All unit prices included in the **SCHEDULE OF PRICES** shall be **inclusive of any and all charges**, including but not limited to sample collection, sample bottle, sample bottle preservative, sample preparation (distillation, extraction, etc.), sample analysis, sample disposal, fuel/courier surcharges, repeat and/or rapid turn-around analyses, etc. No additional or add on charges will be allowed above and beyond the unit prices included in the **SCHEDULE OF PRICES**.

### **III. REQUIRED ANALYSES**

- A. **FECAL COLIFORM – MPN DIRECT TEST (A-1 MEDIUM)**  
The Warwick Sewer Authority & Department of Public Works may request that the **LABORATORY** expand the number of dilutions as needed (i.e., SSO-Sanitary Sewer Overflow, heavy rainfall, wastewater treatment plant failure) so that a more accurate fecal count can be attained. Additional dilutions will be performed at no additional expense to the City of Warwick/Warwick Sewer Authority & Department of Public Works.
- B. **ENTEROCOCCI – IDEXX – ENTEROLERT® SYSTEM**  
The Warwick Sewer Authority & Department of Public Works may request that the **LABORATORY** expand the number of dilutions as needed (i.e., SSO-Sanitary Sewer Overflow, heavy rainfall, wastewater treatment plant failure) so that a more accurate Enterococci count can be attained. Additional dilutions will be performed at no additional expense to the City of Warwick/Warwick Sewer Authority & Department of Public Works.
- C. **MALE-SPECIFIC COLIPHAGE**  
The Warwick Sewer Authority & Department of Public Works may request that the **LABORATORY** expand the number of dilutions as needed (i.e., SSO-Sanitary Sewer Overflow, heavy rainfall, wastewater treatment plant failure) so that a more accurate Male-specific Coliphage count can be attained. Additional dilutions will be performed at no additional expense to the City of Warwick/Warwick Sewer Authority & Department of Public Works.

**D. NUTRIENT ANALYSES**

Total Phosphorus	Ammonia	Nitrate
Orthophosphorus	Total Kjeldhal Nitrogen	Nitrite

**E. CBOD<sub>5</sub> - CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND**

**F. TSS - TOTAL SUSPENDED SOLIDS**

**G. CN - TOTAL AND AMENABLE CYANIDE**

**H. HEAVY METALS – RIPDES METALS (4)**

Cadmium	Copper	Lead	Zinc
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**I. HEAVY METALS – PRIORITY METALS (13)**

Antimony	Copper	Selenium
Arsenic	Lead	Silver
Beryllium	Mercury	Thallium
Cadmium	Nickel	Zinc
Chromium		

**J. OIL & GREASE (GRAVIMETRIC)**

**K. OIL & GREASE (NON-POLAR)**

**L. SURFACTANTS (MBAS)**

**M. PPS - PRIORITY POLLUTANT SCAN: INCLUSIVE OF ALL POLLUTANTS IDENTIFIED IN LIST PROVIDED (Attachment C)**

**N. TESTING REQUIREMENTS SPECIFIC TO SLUDGE (Attachment D)**

1. Toxicity Characteristics Leaching Procedure "TCLP"

2. Heavy Metals

Aluminum	Copper
Arsenic	Lead
Beryllium	Mercury
Cadmium	Nickel
Chromium	Zinc

3. Phosphorus

4. Polychlorinated biphenyls (PCBs)

5. Solids – Fixed, Total and Volatile

**O. BIOASSAY – ACUTE AND CHRONIC WHOLE EFFLUENT TOXICITY (WET) TESTING**

1. The RIPDES bioassay test requirement for the Warwick Sewer Authority consists of four (4) sampling events, one (1) each calendar quarter. A

sampling event is defined as three (3) 24-hr effluent composites collected over the seven (7) day test period.

- a. Effluent sample collections will be performed by the Warwick Sewer Authority.
  - b. Sample bottles, containers, coolers and courier service (pick-up and transport of the samples to the WET Laboratory), will be provided by the **LABORATORY** and the associated cost shall be included in the bid price entered on the **SCHEDULE OF PRICES**.
2. With each event, the **LABORATORY** shall coordinate and collect the required Pawtucket Reservoir dilution water used for the WET Testing. All costs associated with sample collection, containment and delivery to the WET Testing Laboratory shall be included in the bioassay bid price entered in the **SCHEDULE OF PRICES**.
  3. The initial effluent sample (Day 0) shall be split into two (2) subsamples after thorough mixing.
    - a. One subsample shall be used for the required chemical analyses as outlined in RIPDES Permit RI0100234 Section B. All costs associated with the required WET Testing chemical analyses shall be included in the bioassay bid price entered in the **SCHEDULE OF PRICES**.
    - b. The other subsample shall be used for the Chronic Toxicity Tests.
    - c. Days 3 and 5 samples will be held until test completion. If either sample causes lethality to 50% or more of the test organisms, in any dilution, then chemical analyses shall be performed on the appropriate samples. All costs associated with the required additional WET Testing chemical analyses shall be included in the bid price.
  4. Seven day chronic toxicity tests shall be performed on two (2) species, *Ceriodaphnia dubia* (Daphnid) and *Pimephales promelas* (Fathead Minnow) for a total of eight (8) chronic toxicity tests per year.
  5. Chronic fathead minnow and daphnid tests shall be used to calculate the acute LC<sub>50</sub> at the forty-eight (48) hour exposure interval.
  6. Chronic and acute toxicity data shall be reported as outlined in RIPDES Permit RI0100234 Section B and associated protocols for the two species.
    - a. Chronic toxicity tests shall be conducted in accordance with protocols listed in the latest edition of Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms (EPA-600/4-89/011, incorporating any deviations from protocol listed within the permit, or additional methods if approved by the Director of RIDEM.

- b. Acute definitive toxicity tests shall be conducted in accordance with protocols listed in the EPA document: Cornelius I. Weber, et. Al. 1991. Methods of Measuring the Acute Toxicity of Effluents to Freshwater and Marine Organisms, Fourth Edition (or the most recent edition), Office of Research and Development, Cincinnati, OH (EPA-600/4-90/027), incorporating any deviations from protocol within the permit, or additional methods if approved by the Director of RIDEM.

#### IV. **MISCELLANEOUS TESTING – POLLUTANTS OF CONCERN**

- A. The Warwick Sewer Authority's Industrial Pretreatment Program (IPP) routinely monitors various wastestreams discharged to our collections system. These events may require the **LABORATORY** to perform sample analyses for pollutants of concern (POC) that are not included in the RIPDES Permit RI0100234 requirements. These pollutants may be part of a new EPA Categorical Standard or a revision to the RIPDES permit. Additionally, the Warwick Sewer Authority may require the **LABORATORY** to perform sample analyses that are normally conducted in-house by Warwick Sewer Authority personnel. Staffing resources, equipment issues and/or other extenuating circumstance may require that the **LABORATORY** performs these analyses to ensure timely sample processing, analysis and reporting to comply with the Warwick Sewer Authority's RIPDES Permit RI0100234. Miscellaneous testing/pollutants of concern may include:

Hydrogen sulfide

Chemical Oxygen Demand (COD) - High & Low

Range

Total Residual Chlorine (TRC) - High & Low Range

Settleable Solids

Total Organic Carbon (TOC)

Alkalinity

Aluminum

Hexavalent Chromium

Volatile Suspended Solids

(VSS)

pH

The City of Warwick is requesting bids (**BID2017-097**) from laboratories certified by the State of Rhode Island to perform all necessary services in connection with collecting, analyzing and reporting on samples including, but not limited to, wastewater (influent, effluent, domestic, commercial, industrial), septage, sludges and storm water from the City of Warwick, Warwick Sewer Authority & Department of Public Works. In order to be considered, bids must be received at the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 no later than **Monday, August 22, 2016, 11:00 AM.**

Prices to be held firm for a one (1) year period beginning on the date of the bid award. Term contracts may be extended for an additional three (3), one-year terms upon mutual agreement unless otherwise stated.

The undersigned, having read the attached specifications, hereby stipulates that he/she fully represents a **LABORATORY** certified by the State of Rhode Island and that he/she fully understands the nature of the work described herein, and agrees to provide analytical **LABORATORY** services in accordance with the following unit prices, including all costs incurred in the course of performing such work.

Unless specified, please print or type information requested.

**Date:** \_\_\_\_\_

**Laboratory:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_



**CITY OF WARWICK**

**BID AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** Bid2017-097 Analytical Laboratory Services

**I. BID:**

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

**Pricing as Submitted**